

44583

MEMORANDUM OF TRUST, QUITCLAIM DEED and STOCK POWER

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m92 1396 -

SPACE RESERVED FOR RECORDER'S USE

MEMORANDUM OF TRUST:

BE IT KNOWN THAT WE Joseph Edward Johnson and Evelyn Marie Johnson, executed the Johnson Family Revocable Living Trust Agreement, on the 7 day of May, 1992, naming ourselves as trustees and beneficiaries. WE Joseph Edward Johnson and Evelyn Marie Johnson have, by this memorandum, transferred the property below into the trust. Our right of revocation is unrestricted and includes the right of amendment and the right to withdraw assets. Additionally, we specifically reserve the right to occupy and use our residence as our principal home, rent free and remain responsible for the taxes and assessments thereon, and to transfer our real property within the meaning of 12 U.S.C. § 1701j-3(d). We declare that all Property will be held in the names of Joseph Edward Johnson and/or Evelyn Marie Johnson, or in our names, as Trustees' of the Johnson Family Revocable Living Trust, as we may choose on an item by item basis.

Return Taxes - Mr & Mrs. Ed Johnson
2033 Herbert
Klamath Falls Oregon
97601

QUITCLAIM DEED and BILL OF SALE:

WE Joseph Edward Johnson and Evelyn Marie Johnson, do hereby SELL, TRANSFER, AND ASSIGN, for love and affection, all right, title, and interest, which we now have in our vehicles, furnishings, personal effects, and ALL PERSONAL PROPERTY (including any promissory notes, securities, stocks, contracts, deeds of trust, negotiable instruments or commercial paper, checking, savings and all other bank accounts, etc.) which we now own, or which we may own in the future, or may be entitled and likewise RELEASE AND QUITCLAIM, FOR LOVE AND AFFECTION, all right, title, and interest to ALL REAL PROPERTY, which we now own, or which we may own in the future, or may be entitled, TO: Joseph Edward Johnson and Evelyn Marie Johnson, as Trustees and to Ronald Edward Johnson and Carolyn Marie Engelbrecht as Successor Trustees of The Johnson Family Revocable Living Trust, dated 7 day of May, 1992. Said legal descriptions to said Real Property are set out within the attached copies of Deeds, and said legal descriptions found therein, and other such information contained therein which aids in identifying subject property, are incorporated herein by reference as though fully set out below. Tax statements are to continue to be sent to the address on the current tax rolls until a change is requested.

We further give special power of attorney to the Trustees to execute title transfers as may be required.

STOCK POWER:

We, Joseph Edward Johnson and Evelyn Marie Johnson, specifically hereby transfer all stock and other securities to the Trustees of Johnson Family Revocable Living Trust and further WAIVE liability CLAIMS AGAINST all third parties including, TRANSFER AGENTS who, in good faith, rely upon this Memorandum of Trust, Quitclaim Deed and Stock Power when transferring record ownership of our individual, joint, or other property interest to the Trustees of this Trust or following the written instructions of the Trustees and Successor Trustees herein.

True consideration for assignment and conveyance is \$0.00 (zero dollar).

In witness whereof, We have set our hands this 7 day of May, 1992.

STATE OF OREGON

: ss.

County of Klamath

Joseph E. Johnson SS#: 521-10-6507
Joseph Edward Johnson, GRANTOR

Evelyn M. Johnson SS#: 523-18-7997
Evelyn Marie Johnson, GRANTOR

On this 7 day of May, in the year of 1992, before me, personally appeared Joseph Edward Johnson and Evelyn Marie Johnson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, consisting of THREE pages, and acknowledged that they executed it.

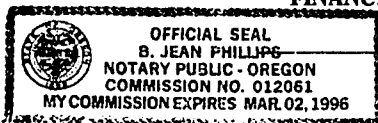
WITNESS my hand and official seal.

ACKNOWLEDGMENT OF DELIVERY AND POSSESSION OF TITLE:

B. Jean Phillips
Notary Public for Oregon
My Commission Expires: 3-2-96

Joseph E. Johnson
Joseph Edward Johnson, TRUSTEE
Evelyn M. Johnson
Evelyn Marie Johnson, TRUSTEE

FINANCIAL INSTITUTION SIGNATURE GUARANTEE



Memorandum of Trust, Quitclaim Deed and Stock Power

MDE 1396-2628

9972

35623

CONTRACT—REAL ESTATE

Vol. 129/10, 20719

THIS CONTRACT, Made this 25th day of September, 1991, between
JOSEPH E. JOHNSON and EVELYN M. JOHNSON, husband and wife
and ELWIN R. ROBERTS and ELIZABETH N. ROBERTS, husband and wife, hereinafter called the seller,

hereinafter called the buyer,
WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller
agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands
and premises situated in Klamath County, State of Oregon, to-wit:
Lot 8, Block 12 of Stewart, according to the official plat therefore on file in the
office of the County Clerk, Klamath County, Oregon.

Residence:
3107 Diamond Street
Klamath Falls, Oregon 97601

for the sum of Sixteen thousand and no/00-----Dollars (\$16,000.00....)
(hereinafter called the purchase price) on account of which no-----
Dollars (\$-----) is paid on the execution hereof (the receipt of which is hereby acknowledged by the
seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$16,000.00....) to the order of
the seller in monthly payments of not less than Two hundred eleven and forty four cents-----
Dollars (\$211.44....) each, for a period of ten (10) years.

payable on the first day of each month hereafter beginning with the month of October 1, 1992, 19.92....
and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all de-
ferred balances of said purchase price shall bear interest at the rate of 10% per cent per annum from
October 1, 1992 until paid, interest to be paid monthly and * { In addition to
being included in the minimum

monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the
parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is
(A) primarily for buyer's personal, family or household purposes.

(B) for an organization or for a buyer in a natural person is for business or commercial purposes.

The buyer shall be entitled to possession of said lands on September 25, 1991, 19.91.... and may retain such possession so long as
buyer is not in default under the terms of this contract. The buyer agrees that at all times buyer will keep the premises and the buildings, now or hereafter erected
thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; that buyer will keep said premises free from construction and all
other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by seller in defending against any such liens; that
buyer will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be
imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, buyer will insure and keep insured all

buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$26,000.00
in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all
policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes or charges or to
procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and
shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at seller's expense and within 30 days from the date hereof, seller will furnish unto buyer a title insurance policy insuring
(in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and
except the usual printed exceptions and the building and other restrictions and easements now of record; if any. Seller also agrees that when said purchase price is
fully paid and upon request and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying said premises in fee simple unto the
buyer, buyer's heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or
arising by, through or under seller, excepting, however, the said covenants, restrictions and the taxes, municipal liens, water rents and public charges so assumed by
the buyer and further excepting all liens and encumbrances created by the buyer or buyer's assigns.

(Continued on reverse)

* IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a
creditor, no such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this
purpose, use Stevens-Ness Form No. 1319 or similar.

KNOW ALL MEN BY THESE PRESENTS, That Floyd C. Crabtree and Cora E. Crabtree
husband and wife

, hereinafter called the grantor, for the consideration hereinafter stated,
to grantor paid by Joseph E. Johnson and Evelyn M. Johnson, husband and wife

, hereinafter called the grantee,
does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that
certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, sit-
uated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lot 1, Block 1, Williams Addition to the City of Klamath Falls,
Klamath County, Oregon, also known as 2033 Herbert Street, Klamath
Falls, Oregon.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.
And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that
grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

except easements and restrictions of record or apparent on the face of the
land...

and that
grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the law-
ful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$20,000.00
However, the actual consideration consists of or includes other property or value given or promised which is
part of the whole consideration (indicate which).

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand this 26th day of August, 1970.

Floyd C. Crabtree
Cora E. Crabtree

STATE OF OREGON, County of Klamath,) ss.

August 26, 1970

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 7th day
of May A.D., 1992 at 11:56 o'clock A.M., and duly recorded in Vol. M92
of Deeds on Page 9971.

FEE \$40.00

Evelyn Biehn County Clerk

By [Signature]